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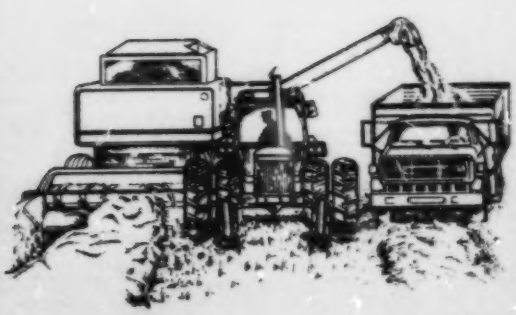

Flexible Cash
Lease Agreement

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Land Lease Agreements

The information, instructions and draft agreement herein were prepared by the Farm Management Section, Saskatchewan Department of Agriculture, with assistance from Regional Farm Management Specialists, legal counsel and the Master of Land Titles.

These instructions are provided to assist the landlord and tenant in preparing lease agreements. Additional information on land rental arrangements can be obtained from Agricultural Representatives, Farm Management Specialists and lawyers. Saskatchewan Agriculture also publishes the bulletin "Land Rental Arrangements".

This publication is set up in three sections:

(i) Section 1, Pages 2 to 4 Instructions
(ii) Section 2, Pages 5 to 10 Lease Agreements
(iii) Section 3, Pages 11 to 19 Supplementary Forms

Caution:

It is impossible to include in a form provisions to cover every contingency or situation to meet the needs of all persons and thus the information, instructions and draft lease agreements are for use only as a guide. Persons using the same do so by accepting sole and full responsibility.

Warning:

Land owners who rent land to anyone other than a spouse or child may not qualify for the capital gain rollover, under the Income Tax Act. Consult a lawyer, accountant or Farm Management Specialist for specific information.

Farm Management Section
Saskatchewan Agriculture
April 1987

Instructions

1. Consult with your Agricultural Representative or Farm Management Specialist. Study the sample farm lease agreement form carefully.

2. Determine an equitable rent arrangement using the "Contributions approach". Examples and worksheets are attached (page 5) to assist in making the calculations.

3. Discuss the lease with the prospective landlord or tenant. Make changes where desired and complete the written agreement in duplicate. It may be advisable to consult with a lawyer. Some clauses include a choice of terms. Delete the term which does not apply by drawing a line through it and have the witness(es) initial the deletion.

4. The tenant should ensure that the requirements of the "Homesteads Act" are fulfilled. This Act requires that landlord's wife give her written consent (Declaration by Wife) to every lease agreement involving the homestead parcel of land if she is residing in Saskatchewan or has resided in Saskatchewan at any time since the marriage. A "Homestead" is any land(s) upon which the husband has lived since his marriage in which the husband had an equity interest. A man may have several homesteads. The Act also requires that the wife appear before a solicitor, notary public, justice of the peace, registrar of land titles, local registrar of the Court of Queen's Bench, or district court judge to have "The Homesteads Act Certificate" completed. This is to ensure the wife understands her rights in the homestead and that she signs the lease agreement and "Declaration by Wife" of her own free will and consent and without any compulsion on the part of her husband. Complete the "Declaration by the Landlord" if the landlord has no wife, if the land in the agreement has never been part of his homestead, or if the landlord has a wife but she has never resided in Saskatchewan since their marriage.

5. Complete the "Affidavit of Execution". This is confirmation by a third party (witness) that the specified individuals completed the agreement.

6. When assignment of quota acres is by mutual agreement, complete the "Quota Acreage Allocation" form in duplicate prior to the tenant applying for a permit book from the Canadian Wheat Board. Attach one copy of the form to each copy of the lease agreement. It outlines what portion of the total quota acres assigned by the tenant are associated with the rented land. In this way the landlord is assured the desired acres. If the tenant fails to deliver the landlords grain in accordance with these quota acres a breach of the lease contract has occured.

7. The tenant should have the landlord complete the "Consent to Make Major Improvements" form in duplicate prior to making major improvements on the rented land. It should be clearly outlined what buildings or improvements are to be made, who will pay the cost of materials, and how the tenant will be compensated for his labor or any costs which he may incur. Attach one copy of the form to each copy of the lease agreement.

8. In order to be valid and enforceable against a purchaser, a lease exceeding three years must be either recorded on the certificate of title as a "lease registration" or recorded by means of a "caveat".

The simplest approach is for the tenant to file a "caveat" with the appropriate Registrar of Land Titles. Land Titles Offices are located at Battleford, Humboldt, Moose Jaw, Prince Albert, Regina, Saskatoon, Swift Current and Yorkton. The fee for a caveat registration is $5.00 plus $5.00 for each additional title affected.

If the lease is for a duration of more than three years the tenant could submit a copy of the lease agreement and the landlord's duplicate certificate of title for the land to the appropriate Registrar of Land Titles for register of the lease on the certificate of title. The cost for registering a lease on the certificate of title is $5.00 plus $5.00 for each additional title affected. The Land Titles Office will retain the Landlord's duplicate certificate of title. If the landlord is purchasing the land under an agreement for sale, the lease registration approach will not be accepted. However, the tenant can file a "caveat".

9. To renew the lease agreement complete the Lease Renewal Form, the Homesteads Act Certificate or Declaration by the Landlord, and the Affidavit of Execution. "Lease registration" or a "caveat" is also required for leases exceeding three years.

10. The "Withdrawal and Discharge of Caveat" form is used to remove a caveat from the certificate of title. The fee charged by the Land Titles Office is $5.00 plus $5.00 for each additional title affected.

11. The "Surrender of Lease" form is used to remove a lease registration from the certificate of title. The fee charged by the Land Titles Office is $5.00 plus $5.00 for each additional title affected.

Flexible Cash Lease

With a fixed cash rent the tenant assumes all the risk of crop yields, weather, and marketing circumstances. In addition it takes away the possibility of the landlord sharing in abnormally high prices or in unusually good crops. For these reasons a cash rental agreement which allows the landlord to share in high or low prices may be desired. The following example illustrates how price flexibility can be obtained in a cash rental agreement. Assume land is valued at

$400 per acre. An investment cost of 4% is used since the landlord usually receives additional benefit when land values increase.

Landlord's Costs Per Cultivated Acre		Tenant's Costs Per Cultivated Acre	
Investment Cost $400 x 4%	$16.00	Seed	$ 4.00
Taxes	3.00	Miscellaneous Cost	4.00
Grain Storage	2.00	Fertilizer & Chemicals	8.00
Total Landlord's Cost	$21.00	Machinery	
		Fuel, repairs, insurance	17.00
		Investment	19.00
		Depreciation	16.00
		Labor	12.00
		Total Tenant's Cost	$80.00

Total Contributions = $21.00 + $80.00 = $101.00

$$\text{Landlord's Share } \frac{21.00}{101.00} \times 100 = 21\%$$

With an expected yield of 18 bushels of wheat per cultivated acre (eg., yields used by the Saskatchewan Crop Insurance Board) the landlord's share would be 21% x 18 bushels = 3.78 bushels of wheat per cultivated acre. The cash rent for a subsequent year would be equivalent to the total realized price on 3.78 bushels of wheat grown that year.

It is important to specify in the agreement the type of grain, grade and delivery point from which the total realized price will be determined. The agreement should also outline when rent payment(s) will be made since the total realized price may consist of the initial, adjustment, interim and final payments of the specified grain. The final payment may not be known until approximately sixteen months after harvest. In addition, the tenant may not have grown the same type and grade of grain used in the rent calculation.

Calculation of the Annual Cash Rent

The total cash rent is calculated each year. It is determined from the bushels, grade and type of grain, and point of delivery specified in the lease agreement. The total realized price of the specified grain is used to calculate the total cash rent for the particular year. Actual crops grown and yields obtained **do not** affect the annual cash rent calculation. The following formula is used:

Total Cash Rent = Bushels x Total Realized Price Per Bushel for Specified Grain.

_____Bushels x $_____ per bushel = $_____

Payment of Rent

The payment of the cash rent can be any schedule agreed upon by the landlord and tenant. Examples of the three alternatives outlined in the agreement form on page 3 are as follows:

1) In each year of the agreement $1,000 is payable on or before April 1 and the balance payable within thirty (30) days after commencement of the mailing of the final payment to producers.

Note: Perhaps the initial cash rent payment should not exceed the initial grain price since the amount of any interim or final payments is uncertain.

2) In each year of the agreement, $500 is payable on or before April 1, with a further $500 payable on or before December 1 and the balance payable within thirty (30) days after commencement of the mailing of the final payment to producers.

3) In each year of the agreement, one-half of the initial payment for the grain specified herein is payable on April 1 with the balance payable within (30) days after commencement of the mailing of the final payment to producers.

If none of these alternatives are suitable for the landlord and tenant, specify the desired payment schedule under part (4) of the "Rental" clause.

Flexible Cash Rent Worksheet

Landlord's Cost Per Cultivated Acre			Tenant's Cost Per Cultivated Acre	
Land			Seed and Seed Related Costs	_____
Investment Cost			Fertilizer	
$ _____ per acre x	_____ %	_____	Summerfallow	_____
Taxes		_____	Stubble	_____
Buildings			Chemical	
			Broadleaf weeds	_____
Investment Cost			Grassy weeds	_____
			Crop Insurance	_____
$ _____ per acre x	_____ %	_____	Machinery Cost	
			Fixed	_____
Depreciation		_____		
Repairs		_____	Repairs	_____
Other Costs		_____	Fuel and Lubricants	_____
			Miscellaneous	_____
			Labour	_____
Interest				_____
A. Landlord's Total Costs Per Cultivated Acre		_____	B. Tenant's Total Costs Per Cultivated Acre	_____

Total Cost Contributed = A + B = _____

Landlord's Share = $\frac{A}{A + B}$ x 100 = _____%

The annual cash rent will be calculated on the following basis:

Crop _____

Grade _____

Delivery Point _____

Yield Base (average) _____ bushels per cultivated acre

Total Cultivated _____ acres.

Rental = Landlord's Share x Yield Base x Total Cultivated Acres

= _____ x _____ x _____

= _____ Bushels rent

Annual Cash Rent = Bushels rent x Total realized price per bushel

for a specified grain = $ _____

Flexible Cash Lease Agreement

This lease made in duplicate the _____ day of _____ A.D., 19_____.

Between

_____
(Landlord's Name)

of _____, _____
(Address) (Occupation)

in the Province of Saskatchewan hereinafter called the "landlord" being the registered owner or the purchaser under an Agreement for Sale of Land described below.

- and -

_____
(Tenant's Name)

_____
(Address)

In the Province of Saskatchewan hereinafter called the "tenant".

1. Witness that in consideration of the rents, covenants, promises and agreements contained in this lease on the part of the tenant to be paid, observed and performed, the landlord does hereby lease to the tenant the following farmlands and premises situated in the Province of Saskatchewan, that is to say:

Land (common legal description)

_____ _____

_____ _____

_____ _____

Together with the following portable buildings, namely:

Portable Buildings:

_____ _____

_____ _____

excepting and reserving unto the landlord the following lands and buildings, namely:

Lands Reserved:

_____ _____

_____ _____

Buildings Reserved

_____ _____

_____ _____

2. Term: This lease shall continue in force on the said land and premises for and during the term of years

from the _____ day of _____ A.D., 19 ____
(Month)

to the _____ day of _____ A.D., 19 ____.
(Month)

Any overholding by the tenant shall be considered a trespass.

3. Rental: The tenant will pay to the landlord the yearly cash rental equivalent to the total value of all initial, adjustment, interim, and final payments payable to a producer on _____ bushels of _____
(Grade) (Grain)
delivered at _____, in the Province of Saskatchewan.
(Location)

Payment of the rental will be made as follows:

(1) In each year of the agreement, $ _____ payable on or before _____ and the balance payable within thirty (30) days after mailing of the final payment to producers has commenced.

- or -

(2) In each year of the agreement, $ _____ payable on or before _____ with a further $ _____ payable on or before _____ and the balance payable within thirty (30) days after mailing of the final payment to producers has commenced.

- or -

(3) In each year of the agreement, _____ the initial payment for the grain specified herein payable
(1/3, 1/2, etc.)
on _____ with the balance payable within thirty (30) days after mailing of the final payment to producers has commended.

- or -

(4) _____

_____

_____

It is further agreed by the landlord and tenant as follows, that is to say:

4. The contents of this agreement shall for all purposes be construed according to the laws of the Province of Saskatchewan and any cause of action arising hereunder shall be entered and tried in the judicial centre serving the area of Saskatchewan in which the land of this agreement is located.

5. The terms "landlord" and "tenant" shall include their heirs, executors, administrators, successors and assigns in the singular or plural number and feminine or masculine gender when the context or the parties so require and all the covenants shall be construed as being joint and several.

6. The tenant shall make all decisions with respect to farming the said land unless stated otherwise in this agreement.

7. The tenant shall be responsible for all costs of farming the said land unless stated otherwise in this agreement.

8. The tenant will cultivate, seed and harvest the said land in a proper manner and will not impoverish or waste the same and will use the lands and premises for the purpose of a farm only.

9. The tenant has no rights to sand, gravel, or clay, except for his own use, and he has no rights whatsoever to valuable stone or other such substances existing on, or under the surface of said land.

10. The tenant will not change the natural course of any waterways on the said land, or cut down trees growing upon the land nor will he permit any other person to do so, without written consent of the landlord.

11. The tenant shall protect the said land and indemnify the landlord in regard to any and all liens and charges by reason of or in any way accruing from the construction of any building or the making of any improvements thereon done by or on behalf of the tenant.

12. The tenant shall indemnify and save harmless the landlord from all loss and damage caused by fire or otherwise through the negligence or carelessness of the tenant, his family or his employees.

13. The tenant shall indemnify and save harmless the landlord against all claims, liabilities, demands, damages or rights or causes of action whatever made or asserted by anyone arising out of or incidental to this indenture or use or occupancy of the said lands and premises.

14. That if the term hereby granted or any of the goods and chattels of the tenant or his assigns shall be at any time seized or taken in execution or in attachment by any creditors of the tenant or his assigns, or if the tenant or his assigns shall make any assignment for the benefit of creditors, or becoming bankrupt or insolvent, shall take the benefit of any Act that may be in force for bankrupt or insolvent debtors, or if any writ of execution shall issue against the goods and chattels of the tenant or his assigns, the then current year's rent shall immediately become due and payable, and the said term shall immediately become forfeited and void at the option of the landlord.

15. That if the rent reserved or any part thereof be in arrears whether such rent has been demanded or not, or if there be default, breach or non-observance by the tenant at any time or times of any covenant, proviso, condition or reservation herein contained, which on the part of the tenant ought to be observed or performed, whether such covenant be positive or negative, or if there by any seizure or forfeiture of the said term for any of the causes herein specified, then the landlord or his agents may enter upon the said lands and premises and thereafter have, possess and enjoy them as if his indenture had not been made, and no acceptance of rent subsequent to any breach or default other than non-payment of rent nor any condoning, excusing or overlooking by the landlord on previous occasions of breach or defaults similar to that for which re-entry is made shall be taken to operate as a waiver of this condition, nor in any way defeat or affect the rights of the landlord herein.

16. The tenant shall at the expiration of the said term or other sooner determination of this lease peaceably and quietly leave, surrender and yield up onto the landlord the said lands, and premises in good and sufficient repair, reasonable wear and tear and damage by fire, lightning and tempest only excepted.

17. If the tenant fulfills the terms and conditions of this agreement he shall and may peaceably possess and enjoy the said land for the said term, without any interruption or disturbance from the landlord or any representative of the landlord.

18. The landlord or a representative of the landlord has the right at all reasonable times to attend and inspect the said property. The landlord reserves the right of entry and exit over and upon the land in this agreement to use any land and buildings expressly excluded from this agreement.

19. If either party shall fail in any respect to carry out any of the provisions of this lease agreement, the other may have the same done, and the costs shall be paid by the party failing to carry out the said provisions.

20. Seeding: The tenant will seed to crop all the said land under cultivation except the portion to be summerfallowed during the term of this lease. The type and acreage of each crop to be seeded shall be determined by the

(1) tenant

- or -

(2) tenant and landlord by mutual agreement.

21. Summerfallow: The tenant shall summerfallow, in a proper manner not less than _____ acres of the said land each year during the term of this lease. In the final year of this lease agreement the tenant shall summerfallow, in a proper manner, _____ acres of the said land.

At the termination of this lease, if the amount of summerfallow on the within land exceeds the sum of _____ acres the landiord will pay to the tenant an amount equal to $ _____ per acre for every such acre in excess and in the event the amount of summerfallow does not exceed the sum of _____ acres the tenant will pay the landlord an amount equal to $ _____ per acre for every acre so deficient.

22. Storage of Grain: The landlord in this agreement will provide _____ bushels of grain storage. If additional grain storage is required this will be provided by the tenant. In the event that storage facilities do not permit the storage of grain on the land in this agreement the tenant may remove the said grain to another location for the purpose of storage.

23. Government Payments and Subsidies: In the event that any payment, subsidy, or other reimbursement is made under any government

agency, or any marketing agency in connection with grain production during the term of this lease, the payments identified with the leased land shall be paid to the tenant unless otherwise agreed upon. Where contributions are required for entitlement to any payment, subsidy or reimbursement the landlord and tenant shall mutually agree as to the sharing of costs and income. The following are included and shared as set out:

_____

_____

24. Compensation: Any compensation for property damage shall accrue to the party which has suffered the loss.

25. Taxes: Unless otherwise agreed upon, the payment of all taxes on the land indicated in this lease shall be paid by the landlord.

26. Improvements: The tenant shall not make major improvements, other than what is considered normal repair and maintenance, to the leased land or any other assets identified in this agreement without written permission of the landlord. Major improvements, which without restricting the generality of the term, shall include: water development, erosion control, fencing and building construction, clearing, breaking, and seeding to pasture and hayland. Such consent shall be attached to and form part of the lease agreement. The amount of compensation shall be an amount agreed upon by the landlord and tenant.

Title to all improvements shall vest in the landlord and no improvements shall be sold, removed, disposed of or encumbered without the written consent of the landlord.

27. Repair of Building, Fences and Improvements: Responsibility for normal maintenance and repair to buildings, fences, and improvements shall be as follows:

Tenant's Responsibility (list items):

_____

_____

_____

Landlord's Responsibility (list items):

_____

_____

_____

28. Insurance: Insurance on all leased buildings in this agreement shall be the responsibility of the landlord. The tenant is free to make his own arrangements regarding crop insurance and hail insurance and in so doing shall absorb the total cost of coverage and receive all the benefits.

29. Subletting: The tenant shall not sublet, or assign this lease, or any part thereof, or any interest therein without obtaining the written consent of the landlord to the sublease or assignment.

30. Grain stored on Land at Commencement of Lease: In the event that marketing facilities prevent the landlord from delivering the grain previously grown and stored on the said leased premises at the commencement of this lease, it is agreed that such undelivered grain may be stored on the said land for a period not exceeding _____ months after the commencement of this lease without charge for storage or interference from the tenant. However, the landlord must not deliver any other grain in priority to the grain stored on the leased premises. During this period the landlord has the right to entry to obtain any grain or fodder which he has stored on the said property.

31. Grain Remaining on Land at Termination of Lease: In the event that harvesting and marketing conditions prevent the tenant from delivering the grain grown and stored on the leased land during the term of this lease such grain may be harvested and removed from the landlord's property according to the Agricultural Leaseholds Act. Subject to the terms and conditions of the Act, harvesting must be completed by May 15 and removal of stored grain completed by June 30 following the termination date of the lease agreement.

32. Renewal: The term of this lease may be extended by mutual agreement between the landlord and tenant for a further period upon the same terms and conditions as contained herein, except as otherwise agreed in writing by the parties executing a renewal statement.

33. Incoming Tenant: An incoming tenant, purchaser, or the landlord shall have the right to enter on the land contained in this agreement after harvest in the fall preceding the expiration of the said term for the purpose of preparing the land for crop.

34. Arbitration: The landlord and tenant may by mutual agreement submit any disagreement which may arise with respect to the terms and conditions of this lease to arbitration in accordance with the Arbitration Act of Saskatchewan. The landlord and tenant may choose the arbitrator by mutual agreement. The arbitrator shall make a decision(s) within three weeks from the date of his appointment.

35. Utilities , Roads, and Rights of Way: In the event that a new installation such as powerline, gas pipeline, oil pipeline, oil well, road, or railway is erected upon the said land, the landlord and tenant shall:

(1) renegotiate the terms of this agreement by mutual agreement. If mutual agreement cannot be obtained it shall be submitted to arbitration in accordance with

the Arbitration Act of Saskatchewan. The arbitrator shall make a decision(s) within three weeks from the date of his appointment.

- or -

(2) _____

_____

_____

36. Termination: The landlord and tenant may mutually agree to terminate this lease at any time.

I, _____, do hereby accept
(Tenant's Name)
this lease of the above described land to be held by me as tenant, and subject to the conditions, restriction and covenants above set forth.

In witness whereof the parties have set their hands and seals this ____ day of _____ A.D. 19 ____

Signed, Sealed and Delivered in the Presence of:	)	
_____	)	_____
As to the Execution by Landlord and in the Presence of:	)	(Signature of Landlord
_____	)	_____
As to the Execution by Tenant	)	(Signature of Tenant)

Note: If this land is not the landlord's homestead, delete the section "Declaration by Wife" and complete the "Declaration by the Landlord" and the "Affidavit of Execution".

If this land is the landlord's homestead, the landlord's wife should complete the "Declaration by Wife" and "The Homesteads Act Certificate". The "Affidavit of Execution" is also required.

Declaration by Wife

I, _____, wife of the
(Landlord's Wife)
above named _____, do hereby
(Landlord's Name)
declare that I have executed this lease for the purpose of relinquishing all my rights in said homestead in favour of _____
(Tenant's Name)
insofar as may be necessary to give effect to this lease.

_____
(Signature of Wife)

The Homesteads Act Certificate

I, _____, do hereby certify that I have examined _____,
(Landlord's Wife)
wife of _____ within lease
(Landlord's Name)
separate and apart from said husband, and she acknowledges to me that she signed the same of her own free will and consent and without any compulsion on the part of her husband, and for the purposes of relinquishing her rights in the homestead in favour of _____ insofar as may be necessary to
(Tenant's Name)
give effect to the within lease, and further that she was aware of what her rights in said homestead were.

I further certify that I have not, nor has my employer, partner, or clerk prepared the within lease and that I am not, nor is my employer, partner, or clerk otherwise interested in the transaction involved.

_____ _____
(Lawyer, Notary Public, Justice of the Peace, Registrar of Land Titles, Local Registrar of the Court of Queen's Bench, or District Court Judge)

Declaration by the Landlord

Province of Saskatchewan

To Wit:

I, _____ of _____,
in the Province of Saskatchewan,

Make oath and say as follows:

(1) I am the Landlord named in the within lease, and I say:

(2) That no part of the said land is my homestead, or has been my homestead at any time.

(or)

(2) That I have no wife.

(or)

(2) That my wife does not reside in Saskatchewan and has not resided therein at any time since the marriage.

Sworn before me at the)
_____)
of _____,)
Province of Saskatchewan,)
this _____) _____
day of _____) (Signature of Landlord)
A.D. 19 _____.)
_____)
A Commissioner for Oaths)
in and for the Province of)
Saskatchewan)

Affidavit of Execution

Province of Saskatchewan

To Wit:

I, _____ of the _____
of _____, in the Province of Saskatchewan,

Make Oath and Say as Follows:
1. That I was personally present and did see
_____ and _____
(Landlord's Name) (Tenant's Name)
named in the within instrument who are personally known to me to be the persons named therein, duly sign and execute the same for the purpose named therein.

2. That the same was executed at the _____ of in the Province of Saskatchewan, and I am the subscribing witness thereto.

3. That I know the said landlord and tenant and they are in my belief of the full age of eighteen years.

Sworn before me at the)
_____)
of _____,)
Province of Saskatchewan,)
this _____) _____
day of _____) (Signature of Witness)
A.D., 19 _____.)
_____)
A Commissioner for Oaths)
in and for the Province)
of Saskatchewan)

Supplementary Forms

For Land Lease Agreements

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Quota Acreage Allocation

Re: Land lease agreement between _____ and
(Landlord's Name)
_____ on the following farm land and premises:
(Tenant's Name)

_____ _____

_____ _____

_____ _____

from _____ day of _____ A.D. 19 _____ to _____ day of _____ A.D. 19 _____.

We, the undersigned do hereby agree that the total quota acres associated with the lease for the crop year ending July 31, 19 _____ shall consist of the following:

Seeded Acres		Calculation Assignable Acres	Quota Acres	
Grain	**Acres**		**Grain**	**Acres**
_____	_____	Step 1 ☐ (1/3 of Subtotal A)	_____	_____
_____	_____		_____	_____
_____	_____	Step 2 ☐ (Perennial Forage B)	_____	_____
_____	_____		_____	_____
_____	_____		_____	_____
_____	_____	Step 3 ☐ (enter lesser of amount in Step 1 or Step 2)		
Summerfallow	_____			
			Total	
A. Subtotal _____		Step 4 ☐ (Subtotal A)	Quota Acres _____	
B. Perennial				
Forage _____		Step 5 ☐ (Step 3 plus Step 4)		

_____
(Date)

_____ _____
(Signature of Tenant) (Signature of Landlord)

Consent to Make Major Improvements

Re: Land Lease Agreement between _____ and
(Landlord's Name)
_____ on the following farm land and premises
(Tenant's Name)

_____ _____

_____ _____

_____ _____

from _____ day of _____ _____ A.D. 19 _____ to _____ day of _____ A.D. 19 _____.

I _____ do hereby authorize
(Landlord's Name)
_____ to make the following
(Tenant's Name)
major improvement on the said land:

_____

_____

_____

_____

In so doing, the landlord will make unto the tenant the following compensation for the improvements made:

_____

_____

_____

_____

_____
(Date)

_____ _____
(Signature of Tenant) (Signature of Landlord)

Lease Renewal Form

We, _____ of
(Landlord's Name)

_____ and
(Address)

_____ of
(Tenant's Name)

_____ being parties to
(Address)
a land lease agreement for the term of _____ years
from _____ day of _____ A.D. 19____
(Month)
to the _____ day of _____ A.D. 19____,
(Month)
on the following farm land and premises:

_____ _____
_____ _____
_____ _____
_____ _____
_____ _____

do hereby extend the term of the said agreement
for the space of _____ years
from _____ day of _____ A.D., 19____
(Month)
to the _____ day of _____ A.D., 19____
(Month)
according to the terms and conditions outlined in the said agreement unless specified differently, that is to say:

_____
_____
_____
_____

I, _____
(Tenant's Name)
_____, do hereby accept this
(Address)
lease of the above described land, to be held by me as tenant, and subject to the conditions, restrictions, and covenants set forth above.

In witness whereof the parties have set their hands and seals this _____ day of _____ A.D., 19____
(Month)

Signed, Sealed and Delivered in the Presence of:

_____
(Signature of Landlord)

_____
As to the Execution by Landlord and in the presence of:

_____ _____
As to the Execution by Tenant (Signature of Tenant)

Note:
If this land is not the landlord's homestead, delete the section "Declaration by Wife" and complete the "Declaration by the Landlord" and the "Affidavit of Execution".

If this is the landlord's homestead, the landlord's wife should complete the "Declaration by Wife" and "The Homesteads Act Certificate". The "Affidavit of Execution" is also required.

Declaration by Wife

I, _____ _____, wife of the above
(Landlord's Wife)
named _____, do hereby declare
(Landlord's Name)
that I have executed this lease for the purpose of relinquishing all my rights in said homestead in favour of _____
(Tenant's Name)
insofar as may be necessary to give effect to this lease.

_____ _____
(Date) (Signature of Wife)

_____
(Date)

The Homesteads Act Certificate

I, _____, do hereby
certify that I have examined _____
(Landlord's Wife)
wife of _____, the owner in the within lease separate and apart from her husband, and she acknowledges to me that she signed the same of her own free will and consent and without any compulsion on the part of her husband, and for the purpose of relinquishing her rights in the homestead in favour of _____
(Tenant's Name)
insofar as may be necessary to give effect to the within lease, and further that she was aware of what her rights in said homestead were.

I further certify that I have not, nor has my employer, partner, or clerk prepared the within lease and that I am not, nor is my employer, partner, or clerk otherwise interested in the transaction involved.

_____
(Lawyer, Notary Public, Justice of the Peace, Registrar of Land Titles, Local Registrar of the Court of Queen's Bench or District Court Judge)

Declaration by the Landlord

Province of Saskatchewan
To Wit:

I, _____ of _____, in the Province of Saskatchewan, make oath and say as follows:

(1) I am the Landlord named in the within lease, and I say:

(2) That no part of the said land is my homestead, or has been my homestead at any time.

or

(2) That I have no wife.

or

(2) That my wife does not reside in Saskatchewan and has not resided therein at any time since the marriage.

Sworn before me at the__)
of_____)
Province of Saskatchewan,)
this_____ day of)
_____ A.D., 19____.)
)
)
_____)
A Commissioner of Oaths)
in and for the Province of)
Saskatchewan Lease)
Renewal Form)

_____
(Signature of Landlord)

Affidavit of Execution

Province of Saskatchewan

To Wit:

I, _____ of the _____ of _____, in the Province of Saskatchewan,

Make Oath and Say as Follows:

1. That I was personally present and did see _____ _____ and _____ (Tenant's Name) (Landlord's Name) named in the within instrument who are personally known to me to be the persons named therein, duly sign and execute the same for the purposes named therein.

2. That the same was executed at the _____ of ___, in the Province of Saskatchewan, and I am the subscribing witness thereto.

3. That I know the said landlord and tenant and they are in my belief of the full age of eighteen years.

Sworn before me at the)
_____of _____)
Province of Saskatchewan,)
this_____ day of)
_____ A.D., 19____.)
)
)
_____)
A Commissioner of Oaths)
in and for the Province of)
Saskatchewan)

_____
(Signature of Witness)

Caveat

To the Registrar of the _____ Land Registration District.

Take notice that I _____ of
(Tenant's Name)
_____ claiming a leasehold interest

as tenant under a lease agreement between _____ and _____
(Landlord's Name) (Tenant's Name)
on the following property (description):

_____ _____

_____ _____

_____ _____

from _____ day of _____ A.D. 19 _____ to _____ day of _____ A.D. 19 _____ forbid the registration of any transfer or other instrument affecting such land or the granting of a certificate of title hereto except subject to the claim herein set forth.

My address in Saskatchewan is: _____

Dated this _____ day of _____ A.D. 19 ____

_____
(Signature of Tenant)

I, the above named _____ of
(Tenant's Name)
_____ make oath and say:
(Address)

(1) That the allegations in the above caveat are true in substance and in fact, to the best of my knowledge, information and belief.

(2) That the claim mentioned in the above caveat is not, to the best of my knowledge, information and belief founded upon a writing or a written order, contract or agreement for the purpose of delivery of any chattel or chattels within the prohibition contained in Section 151 of the Land Titles Act.

Sworn before me at the _____)
of _____in the)
Province of Saskatchewan this_____)
day of _____)
A.D., 19____.) _____
(Signature of Tenant)
)
_____)
A Commissioner of Oaths in and for the Province
of Saskatchewan)

Withdrawal and Discharge of Caveat

To the Registrar of the _____ Land Registration District.

I, _____ of _____
(Tenant's Name)

do acknowledge that _____ have no further interest under
(I or We)

the Caveat made by _____ claiming a leasehold interest as tenant in (land description):

_____ _____

_____ _____

_____ _____

_____ _____

_____ _____

which Caveat bears the date of the _____ day of _____ A.D. 19 ___ and was registered in the Land Titles Office for the _____ Land Registration District on the _____ day of _____ A.D. 19 ___ Caveat Number _____, and that such Caveat is hereby withdrawn and discharged. In witness whereof I have hereunto set my hand and seal this _____ day of _____ A.D. 19 ___

Signed by the above named in the presence of)

_____
(Signature of Tenant)

_____
(Witness)

Note: An "Affidavit of Execution", found on the opposite side, is also required.

Affidavit of Execution

Province of Saskatchewan

To Wit:

I, _____ of the _____

of _____, in the Province of Saskatchewan,

Make Oath and Say as Follows:

1. That I was personally presented and did see _____ _____ named in
(Tenant's Name)
the within instrument who are personally known to me to be the persons named therein, duly sign and execute the same for the purposes named therein.

2. That the same was executed at the _____ of

_____, in the Province of Saskatchewan, and I am the subscribing witness thereto.

3. That I know the said person and he/she is, in my belief, of the full age of eighteen years.

Sworn before me at the _____)

of _____ in the)

Province of Saskatchewan this_____)

day of _____)

A.D., 19 ___.) _____
(Signature of Tenant)

)

_____)

A Commisioner of Oaths in and for the Province
of Saskatchewan)

Surrender of Lease*

In consideration of _____ dollars unto me paid by the landlord I do hereby surrender and yield up from the _____ day of _____ A.D. 19 _____ the lease on the following property

(Description)

_____ _____

_____ _____

_____ _____

_____ _____

_____ _____

_____ _____

_____ _____

and the term therein created.

Dated the _____ day of _____ A.D. 19 ___

Signed by the above named
in the presence of

_____
(Signature of Tenant)

_____
A Commissioner for Oaths in and for the
Province of Saskatchewan

* This form is used to remove a lease registration from the Certificate of Title.